Board of Wardens, 12 How. 299; *Smith* v. *Alabama,* 124 U. S. 465. As soon as the federal government, however, undertakes to act in the particular matter, its regulations supersede those of the states, which therefore, lose their power of regulation in the premises. A recent instance of this is found in the Carmack Amendment to the Interstate Commerce Act, 34 U. S. STAT. 595, which according to the interpretation put upon it by the Supreme Court of the United States, supersedes the laws of the various states regulating the right of the carrier to limit its liability to damage occurring on its own line when it accepts goods for transportation over other lines than its own, if the transaction is one of interstate commerce; *Adams Exp. Co.* v. *Croninger,* 226 U. S. 491. The problem is somewhat different in that the regulations by the state are valid exercises of its police powers, an undelegated power, while in the case of municipalities and the state the power of the former to act at all is a derivative power conferred by the very authority which later, either wholly or partially, takes it away. In both cases, however, the act of the higher authority supersedes that of the lesser.

CONSTITUTIONAL LAW. — MONOPOLIES. — CLASSIFICATION. — STATE ANTI-TRUST LAWS.—The state passed statutes (Mo. R. S. 1899. § 8966, R. S. 1909. § 10301), against (1) agreements to lessen trade or to increase price and (2) arrangements for the sale of a particular article and restraint on the sale of a competing article. A combination was formed to prevent competition, which defendant entered and became the sole selling agent in Missouri. Defendant controlled 90 per cent of the state business and compelled retailers to refrain from selling competitor's articles. Quo Warranto was brought by the attorney general to exclude defendant from the state and to forfeit its property. Objection was made to the statute as unconstitutional as it violated the due process and equality clause of the 14th amendment of the Federal Constitution because the statute arbitrarily (1) discriminated between makers and sellers of commodities and persons selling labor and service—as both are determined by competition; (2) discriminated between makers and sellers of commodities and purchasers thereof in that the latter are not prevented from combining to reduce price; (3) prevented defendant's freedom to make reasonable contracts. *Held,* A classification is not void because of simple inequality. It must be accommodated to problems of legislation and may distinguish between degrees of evil. If not palpably arbitrary and no reason exists for not applying it to others it leaves untouched it will not be reviewed. The distinctions are not unreasonable and so the legislative judgment will not be inquired into. There is nothing in the constitution to prevent a state from restraining combinations defeating competition, hence no right of contract is violated. *International Harvester Co. of America* v. *State of Missouri* (1914), 34 Sup. Ct. 859.

As regards classification this undoubtedly applies the general rule. At first all people brought under the influence of laws had to be treated alike under the same conditions, *Mo. Pac. A. A.* v. *Mackey,* 127 U. S. 205. Reasonableness is now the criterion. COOLEY, CONSTITUTIONAL LIMITATIONS, 7th ed., 556; *Clark* v. *Kansas City,* 176 U. S. 114, and courts will not disturb the leg-

islative judgment except in a clear case. *M. K. and T. R. Co.* v. *May,* 194 U. S. 267; *Watson* v. *Maryland,* 218 U. S. 173. The class must extend to all under the same conditions, *R. R.* v. *Ellis,* 165 U. S. 150. The instant case shows the tendency of modern decisions toward a liberal construction in order to uphold a law when it aims at a very palpable evil and endeavors to correct it. The regulation of trade and the protection of the weak producer is as much a legislative function as the regulation of prices. *Standard Oil Co.* v. *U. S.,* 221 U. S. 1.

CONTRACTS.—RIGHT TO NAME A CHILD SUFFICIENT CONSIDERATION.—Defendant's testator had given a written promise to plaintiff's father to pay $10,000 to the plaintiff in consideration for the privilege of naming the plaintiff, who is now suing through his father as next friend for breach of contract. *Held,* that the consideration was sufficient to support the contract. *Gardner* v. *Denison,* (Mass. 1914), 105 N. E. 359.

The main contention of the defense was that there was no valid consideration to support the promise. The court met this not with the argument, as might be expected, that defendant's testator received what he bargained for, but that the plaintiff had sustained a detriment. They say in part that the plaintiff "lost the opportunity of receiving a more advantageous name and is compelled to bear whatever detriment may flow from the name imposed upon him." This seems to be the view that the Massachusetts courts have taken of these contracts. This same doctrine was laid down in *Eaton* v. *Libbey,* 165 Mass. 218, from which this opinion seems to have been taken. The same question arose in *Parks* v. *Francis's Administrators,* 50 Vt. 626, which is cited in *Eaton* v. *Libbey* as standing for the same proposition, but the Vermont court said there was no need of deciding the question of consideration as it could not be enforced for failure to comply with a requirement in the Statute of Frauds. The other and what seems the more logical doctrine was the one on which the Indiana court decided this same question in *Wolford* v. *Powers,* 85 Ind. 294, holding that while it might be classed as a detriment to the promisee, that in contracts where the consideration is the satisfaction of the gratification, pleasure or ambition of the promisor, his estimation of its value should be taken and supported on the ground that it was a benefit to him and he obtained what he bargained for. These cases are all collected and cited in *Daily* v. *Minnock,* 117 Ia. 563, 91 N. W. 913, where without stating on which ground it decides, the court holds that the question is now settled in favor of holding this right to name a child a sufficient consideration to support a promise to the child.

CORPORATIONS—PURCHASE OF OWN STOCK.—The plaintiff had entered into an agency contract whereby he was to purchase twenty shares of stock of defendant company and to pay $1,500 cash, and upon termination of the agency the company was to repurchase the stock at the price paid for it. Plaintiff fulfilled his part of the contract and then, upon termination of the agency, sued to recover the purchase money. *Held,* that he could recover. *Hesse Envelope Co. of Texas* v. *Addison* (Tex. 1914), 166 S. W. 898.